

**As Introduced**

**131st General Assembly  
Regular Session  
2015-2016**

**H. B. No. 239**

**Representative Sears**

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**A BILL**

To amend section 5120.092 and to enact section 1  
5120.80 of the Revised Code to allow the 2  
Director of Budget and Management to transfer 3  
funds from the Adult and Juvenile Correctional 4  
Facilities Bond Retirement Fund to any fund 5  
created in the state treasury administered by 6  
the Department of Rehabilitation and Correction 7  
or the Department of Youth Services, to create 8  
the Community Programs Fund, and to authorize 9  
the conveyance of state-owned real property. 10

**BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF OHIO:**

**Section 1.** That section 5120.092 be amended and section 11  
5120.80 of the Revised Code be enacted to read as follows: 12

**Sec. 5120.092.** There is hereby created in the state 13  
treasury the adult and juvenile correctional facilities bond 14  
retirement fund. The fund shall receive proceeds derived from 15  
the sale of state adult or juvenile correctional facilities. 16  
Investment income with respect to moneys on deposit in the fund 17  
shall be retained by the fund. No investment of moneys in, or 18  
transfer of moneys from, the fund shall be made if the effect of 19

the investment or transfer would be to adversely affect the 20  
exclusion from gross income of the interest payable on 21  
obligations previously issued for state adult or juvenile 22  
correctional facilities. Upon receipt of one or more opinions of 23  
nationally recognized bond counsel that the transfer of such 24  
moneys will not adversely affect the exclusion from gross income 25  
of the interest payable on such obligations, the director of 26  
budget and management may direct that moneys in the fund be 27  
transferred to one or more of the general revenue fund, any fund 28  
created in the state treasury administered by the department of 29  
rehabilitation and correction or the department of youth 30  
services, the adult correctional building fund, or the juvenile 31  
correctional building fund. ~~Upon completion of such transfers,~~ 32  
~~the adult and juvenile correctional facilities bond retirement~~ 33  
~~fund shall be abolished.~~ 34

Sec. 5120.80. There is hereby created in the state 35  
treasury the community programs fund. The department of 36  
rehabilitation and correction shall use the moneys in the fund 37  
to do the following: 38

(A) Fund the halfway house, reentry center, and community 39  
residential center program under section 2967.14 of the Revised 40  
Code; 41

(B) Fund the transitional control program under section 42  
2967.26 of the Revised Code; 43

(C) Provide assistance to approved community-based 44  
correctional facilities and programs and district community- 45  
based correctional facilities and programs under section 46  
5120.112 of the Revised Code; 47

(D) Support the subsidy program established under section 48

<u>5149.31 of the Revised Code; and</u>	49
<u>(E) Provide probation improvement grants and probation</u>	50
<u>inventive grants under section 5149.311 of the Revised Code.</u>	51
<u>Investment income with respect to moneys in the fund shall</u>	52
<u>be deposited into the fund.</u>	53
<b>Section 2.</b> That existing section 5120.092 of the Revised	54
Code is hereby repealed.	55
<b>Section 3.</b> (A) The Governor may execute a deed in the name	56
of the state ("grantor") conveying to the City of Toledo or to a	57
grantee to be determined, and to the grantee's heirs and assigns	58
or successors and assigns, all of the state's right, title, and	59
interest in the following described real estate:	60
Situate in the City of Toledo, County of Lucas, State of	61
Ohio:	62
All of Lots Number 1051, 1052 and 1053 AND All of Lots	63
1057, 1058, 1059, and 1409½ in the VISTULA DIVISION in the CITY	64
OF TOLEDO, LUCAS COUNTY, OHIO.	65
Subject to right-of-way, easements and restrictions of	66
record.	67
Prior Instrument Reference: 20120229-0009405 Lucas County,	68
Ohio Recorder's Office.	69
Parcel Number: 15-48072	70
The foregoing description may be adjusted by the	71
Department of Administrative Services to accommodate any	72
corrections necessary to facilitate recordation of the deed.	73
The real estate shall be sold as an entire tract and not	74
in parcels.	75

(B) (1) The conveyance shall include improvements and 76  
chattels situated on the real property, and is subject to all 77  
leases, easements, covenants, conditions, and restrictions of 78  
record; all legal highways and public rights-of-way; zoning, 79  
building, and other laws, ordinances, restrictions, and 80  
regulations; and real estate taxes and assessments not yet due 81  
and payable. The real property shall be conveyed in "as-is, 82  
where-is, with all faults" condition. 83

(2) The deed may contain restrictions, exceptions, 84  
reservations, reversionary interests, and other terms and 85  
conditions the Director of Administrative Services determines to 86  
be in the best interest of the state. 87

(3) Subsequent to the conveyance, any restrictions, 88  
exceptions, reservations, reversionary interests, or other terms 89  
and conditions contained in the deed may be released by the 90  
state or the Department of Administrative Services without the 91  
necessity of further legislation. 92

(4) If conveyed to the City of Toledo, the deed to the 93  
real estate shall include the following deed restriction: 94

Subsequent to the transfer of the deed to Grantee, in the 95  
event Grantee determines the real estate interest herein 96  
described shall no longer be needed for Grantee's use and 97  
purpose, Grantee shall notify Grantor and offer to return title 98  
of the real estate herein described to Grantor conditioned upon 99  
written agreement from Grantor to accept said title. Should 100  
Grantor decline to accept this reversion of title interest not 101  
later than ninety days after receipt of notice, Grantee shall be 102  
authorized to proceed with any subsequent transfer, conveyance, 103  
or disposal of the real estate Grantee determines to be in its 104  
best interest. 105

(C) The Director of Administrative Services shall offer the real estate to the City of Toledo, or to a grantee to be determined, through a real estate purchase agreement prepared by the Department of Administrative Services. Consideration for the conveyance of the real estate shall be at a price acceptable to the Director.

If the City of Toledo, or the grantee to be determined, does not complete the purchase of the real estate within the time period provided in the real estate purchase agreement, the Director of Administrative Services may offer to sell the real estate to an alternate grantee, through a real estate purchase agreement prepared by the Department of Administrative Services. Consideration for the conveyance of the real estate to an alternate grantee shall be at a price acceptable to the Director.

(D) The grantee shall pay all costs associated with the purchase, closing, and conveyance, including surveys, title evidence, title insurance, transfer costs and fees, recording costs and fees, taxes, and any other fees, assessments, and costs that may be imposed.

(E) The net proceeds of the sale shall be deposited into the state treasury to the credit of the General Revenue Fund.

(F) Upon payment of the purchase price, the Auditor of State, with the assistance of the Attorney General, shall prepare a deed to the subject real estate. The deed shall state the consideration and shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the grantee. The grantee shall present the deed for recording in the

office of the Lucas County Recorder. 136

(G) This section expires three years after its effective 137  
date. 138

**Section 4.** (A) The Governor may execute a deed in the name 139  
of the state conveying to Quest Recovery and Prevention 140  
Services, Inc., its successors and assigns, all of the state's 141  
right, title, and interest in the following described real 142  
estate: 143

Situated in the City of Massillon, County of Stark, State 144  
of Ohio, formerly part of the Southwest Quarter of Section 21, 145  
Perry Township and being part of Out Lot 560 of said City, and 146  
being part of a parcel as conveyed to the State of Ohio by Deed 147  
Volume 293, Page 81 of the Stark County Records described as 148  
follows: 149

Beginning at a Stark County Monument disk (PER 113) found 150  
at the southwest corner of said Southwest Quarter; 151

Thence N 1°48'00" E, with the west line of said Quarter 152  
Section and through the bounds of a 19.201 acre parcel as 153  
conveyed to the City of Massillon by Official Record Imaging 154  
Number 200605150029143 of the Stark County Records, a distance 155  
of 1,388.75 feet to a nail found in concrete on a northwest line 156  
of said City of Massillon parcel and a southeast line of said 157  
State of Ohio parcel; 158

Thence N 51°31'15" E, with said northwest line of the City 159  
of Massillon parcel and southeast line of the State of Ohio 160  
parcel 16.00 feet to a nail in concrete found at the northwest 161  
corner of said City of Massillon parcel and the True Point of 162  
Beginning; 163

With new division lines through said State of Ohio parcel 164

the following five courses: 165

1. Thence with a non-tangent curve turning to the left 166  
with an arc length of 492.47 feet, a radius of 493.27 feet, a 167  
delta angle of  $57^{\circ}12'10''$ , a chord bearing of  $N 15^{\circ}35'38'' E$ , and 168  
a chord length of 472.27 feet to a MAG nail set; 169

2. Thence  $N 76^{\circ}45'38'' E$ , a distance of 203.26 feet to a 170  
rebar set at a point of curvature; 171

3. Thence with a curve turning to the right with an arc 172  
length of 50.49 feet, a radius of 59.00 feet, a delta angle of 173  
 $49^{\circ}02'19''$ , a chord bearing of  $S 78^{\circ}43'12'' E$ , and with a chord 174  
length of 48.97 feet, to a rebar set at a point of tangency; 175

4. Thence  $S 54^{\circ}12'21'' E$ , a distance of 269.66 feet to a 176  
rebar set; 177

5. Thence  $S 47^{\circ}55' 12'' E$ , a distance of 110.42 feet to a 178  
rebar set on the east line of said State of Ohio parcel; 179

With the bounds of said State of Ohio parcel the following 180  
five courses: 181

6. Thence  $S 11^{\circ}45'28'' W$ , with the west line of Out Lot 182  
1031 and an 18.322 acre parcel as conveyed to the City of 183  
Massillon by Official Records Imaging Number 200605150029143, a 184  
distance of 47.41 feet to a 5/8 inch rebar with cap inscribed 185  
"HINTON" found; 186

7. Thence  $S 03^{\circ}11'52'' W$ , continuing with the west line of 187  
said Out Lot 1031 and said 18.322 acre parcel so conveyed to the 188  
City of Massillon a distance of 529.90 feet to a 5/8 inch rebar 189  
found at the northeast corner of said 19.201 acre City of 190  
Massillon parcel and the southeast corner of said State of Ohio 191  
parcel. 192

8. Thence N 73°17'55" W, with the north line of said 193  
19.201 acre City of Massillon parcel a distance of 201.68 feet 194  
to a MAG nail found; 195

9. Thence N 53°11'29" W, with the north line of said 196  
19.201 acre City of Massillon parcel a distance of 265.96 feet 197  
to a 5/8 inch rebar with cap inscribed "HINTON" found; 198

10. Thence N 66°44'59" W, with the north line of said 199  
19.201 acre City of Massillon parcel a distance of 248.35 feet 200  
to the point of beginning. 201

The above described parcel contains an area of 7.956 202  
acres, which is 346,556 square feet, none of which is in the 203  
public right of way, as surveyed under the direction of Joseph 204  
A. Corall, Ohio P.S. 6911 of Hammontree & Associates, Limited, 205  
Engineers, Planners and Surveyors of North Canton, Ohio in 206  
October 2014. 207

The basis of bearings is The Ohio State Plane Coordinate 208  
System, North Zone (3401), NAD 83(1986). This tract is subject 209  
to all easements of record. All "rebar set" are 5/8 inch 210  
reinforcing bars with caps inscribed "H&A LTD". 211

The foregoing description may be adjusted by the 212  
Department of Administrative Services to accommodate any 213  
corrections necessary to facilitate recordation of the deed. 214

The real estate shall be sold as an entire tract and not 215  
in parcels. 216

(B) (1) The conveyance shall include improvements and 217  
chattels situated on the real estate, and is subject to all 218  
easements, covenants, conditions, and restrictions of record; 219  
all legal highways and public rights-of-way; zoning, building, 220  
and other laws, ordinances, restrictions, and regulations; and 221



real estate taxes and assessments not yet due and payable. The 222  
real estate shall be conveyed in an "as-is, where-is, with all 223  
faults" condition. 224

(2) The deed shall contain a use restriction limiting use 225  
of the real estate for behavioral health or addiction services 226  
purposes only, and prohibiting the use of the subject real 227  
estate as a locked incarcerate facility, and the deed may 228  
contain additional restrictions, exceptions, reservations, 229  
reversionary interests, and other terms and conditions the 230  
Director of Administrative Services may determine to be in the 231  
best interest of the state. 232

(3) Subsequent to the conveyance, any restrictions, 233  
exceptions, reservations, reversionary interests, or other terms 234  
and conditions contained in the deed may be released by the 235  
state or the Department of Mental Health and Addiction Services 236  
without the necessity of further legislation. 237

(C) Consideration for the conveyance of the real estate is 238  
\$150,000.00, under a real estate purchase agreement as prepared 239  
by the Department of Administrative Services. 240

If Quest Recovery and Prevention Services, Inc., does not 241  
complete the purchase of the real estate and close within the 242  
time period provided in the real estate purchase agreement, the 243  
Director of Administrative Services may use any reasonable 244  
method of sale considered acceptable by the Department of Mental 245  
Health and Addiction Services to locate an alternate grantee 246  
willing to purchase the real estate. In that event, the 247  
Department of Mental Health and Addiction Services shall pay all 248  
advertising costs, additional fees, and other costs incident to 249  
the sale of the real estate. 250

(D) The grantee shall pay all costs associated with the purchase, closing, and conveyance of the subject real property, including the appraisal, surveys, title evidence, title insurance, transfer costs and fees, recording costs and fees, taxes, and any other fees, assessments, and costs that may be imposed.

(E) The net proceeds of the sale shall be deposited into the state treasury to the credit of the Department of Mental Health and Addiction Services Trust Fund under section 5119.46 of the Revised Code.

(F) Upon payment of the purchase price, the Auditor of State, with the assistance of the Attorney General, shall prepare a deed to the subject real estate. The deed shall state the consideration and shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the grantee. The grantee shall present the deed for recording in the office of the Stark County Recorder.

(G) Prior to the closing and sale of the subject real estate, the grantee's use and possession of the subject real estate shall be governed by an existing interim lease between the Department of Administrative Services and the grantee.

(H) This section expires three years after its effective date.

**Section 5.** (A) The Governor may execute a deed in the name of the state conveying to the purchaser, its heirs, successors, and assigns, as determined in the manner provided for in division (C) of this section, all of the state's right, title,

and interest in the North Central Correctional Institution and 280  
the North Central Correctional Institution Camp, in the City of 281  
Marion, County of Marion, State of Ohio, totaling approximately 282  
257 acres ("facility"), and described as follows: 283

DESCRIPTION FOR A 104.531 ACRE TRACT 284

Situated in the State of Ohio, County of Marion, City of 285  
Marion, being located in the Southwest Quarter and Southeast 286  
Quarter of Section 10, Township-5 South, Range-15 East and being 287  
a part of those tracts as conveyed to the State of Ohio by deed 288  
of record in Deed Book 263, Page 191, Deed Book 370, Page 75, 289  
Deed Book 405, Page 537 and Deed Book 74, Page 715, all 290  
references being to those of record in the Recorder's Office, 291  
Marion County, Ohio, said 104.531 acre tract being more 292  
particularly bounded and described as follows: 293

Beginning at a railroad spike found in Marion-Williamsport 294  
Road (County Road 162B) marking the southwesterly corner of the 295  
Southeast Quarter of Section 10; 296

Thence along Marion-Williamsport Road and the southerly 297  
line of Section 10, North 89°34'26" West, 2626.69 feet to a 298  
railroad spike set in the centerline of State Route 4 and 423 299  
(North Main Street); 300

Thence along said centerline, North 04°21'16" West, 260.97 301  
feet to a railroad spike set in the easterly right-of-way line 302  
of the Norfolk and Southern Railroad as recorded in Deed Book 303  
404, Page 520; 304

Thence along said railroad right-of-way line the following 305  
three (3) courses and distances; 306

North 34°47'29" East, 31.68 feet to a railroad spike set; 307

South 04°21'16" East, 47.52 feet to an iron pin set; and 308

North 34°46'32" East, 2700.74 feet to an iron pin set; 309

Thence leaving said railroad right-of-way line, South 310  
49°45'25" East, 1311.38 feet to an iron pin set; 311

Thence North 50°28'54" East, 318.27 feet to an iron pin 312  
set; 313

Thence South 00°22'49" West, passing an iron pin set at 314  
1783.12 feet, a total distance of 1833.12 feet to a railroad 315  
spike set in Marion-Williamsport Road and the southerly line of 316  
Section 10; 317

Thence along Marion-Williamsport Road and the southerly 318  
line of Section 10, North 89°37'11" West, 150.00 feet to the 319  
Point of Beginning and containing 104.531 acres, more or less, 320  
according to a survey conducted by Jobes Henderson and 321  
Associates, Inc. in June of 2011. 322

The bearings in the above description are based on the 323  
Ohio State Plane Coordinate System, North Zone. 324

All iron pins set are 5/8" in diameter rebar by 30" in 325  
length with red identification caps marked "J&H, PS 8283". 326

Subject to all valid and existing easements, restrictions, 327  
and conditions of record. 328

DESCRIPTION FOR A 152.494 ACRE TRACT 329

Situated in the State of Ohio, County of Marion, City of 330  
Marion, being located in the Southeast Quarter of Section 10, 331  
the Northwest Quarter and Southwest Quarter of Section 11, 332  
Township-5 South, Range-15 East and being a part of those tracts 333  
as conveyed to the State of Ohio by deed of record in Deed Book 334

263, Page 191, Deed Book 370, Page 75, Deed Book 405, Page 537 335  
and Deed Book 74, Page 715, all references being to those of 336  
record in the Recorder's Office, Marion County, Ohio, said 337  
152.494 acre tract being more particularly bounded and described 338  
as follows: 339

Commencing at a railroad spike found in Marion- 340  
Williamsport Road (County Road 162B) marking the southwesterly 341  
corner of the Southeast Quarter of Section 10; 342

Thence along Marion-Williamsport Road and the southerly 343  
line of Section 10, South 89°37'11" East, 150.00 feet to a 344  
railroad spike set and being the Point of Beginning for the 345  
152.494 acre parcel herein to be described; 346

Thence leaving said line, North 00°22'49" East, passing an 347  
iron pin set at 50.00 feet, a total distance of 1833.12 feet to 348  
an iron pin set; 349

Thence North 50°28'54" East, 623.21 feet to an iron pin 350  
set; 351

Thence North 60°18'45" East, 111.89 feet to an iron pin 352  
set; 353

Thence North 82°19'31" East, 186.53 feet to an iron pin 354  
set; 355

Thence South 88°57'52" East, 423.50 feet to an iron pin 356  
set; 357

Thence South 00°45'02" West, 263.97 feet to an iron pin 358  
set; 359

Thence North 51°16'41" East, 597.66 feet to an iron pin 360  
set; 361

Thence North 77°48'23" East, passing the line between 362  
Section 10 and 11 at 913.76 feet, a total distance of 943.94 363  
feet to an iron pin set; 364

Thence North 65°46'38" East, 309.12 feet to an iron pin 365  
set; 366

Thence South 01°33'44" West, 618.99 feet to an iron pin 367  
set; 368

Thence South 46°33'44" West, 46.66 feet to an iron pin 369  
set; 370

Thence South 01°33'44" West, passing an iron pin set at 371  
104.43 feet, a total distance of 124.43 feet to a railroad spike 372  
set in an existing drive; 373

Thence along said drive, South 89°50'54" West, 80.00 feet 374  
to a railroad spike set; 375

Thence leaving said drive, South 01°13'18" West, passing 376  
an iron pin set at 20.00 feet, a total distance of 930.94 feet 377  
to an iron pin set; 378

Thence South 18°51'25" West, 58.38 feet to an iron pin 379  
set; 380

Thence South 00°12'15" West, 236.27 feet to an iron pin 381  
set; 382

Thence North 89°52'04" East, 316.85 feet to an iron pin 383  
set; 384

Thence South 00°13'44" West, passing an iron pin set at 385  
687.25 feet, a total distance of 737.31 feet to a railroad spike 386  
set in Marion-Williamsport Road in the southerly line of Section 387  
11; 388

Thence along Marion-Williamsport Road and the southerly 389  
line of Section 11, South 87°26'49" West, 471.56 feet to an iron 390  
pin found marking the southeasterly of Section 10; 391

Thence along Marion-Williamsport Road and the southerly 392  
line of Section 10, North 89°37'11" West, 2534.94 feet to the 393  
Point of Beginning and containing 152.494 acres, (134.877 acres 394  
within Section 10 and 17.617 acres within Section 11), more or 395  
less, according to a survey conducted by Jobes Henderson and 396  
Associates, Inc. in June of 2011. 397

The bearings in the above description are based on the 398  
Ohio State Plane Coordinate System, North Zone. 399

All iron pins set are 5/8" in diameter rebar by 30" in 400  
length with red identification caps marked "J&H, PS 8283". 401

Subject to all valid and existing easements, restrictions, 402  
and conditions of record. 403

The foregoing description may be adjusted by the 404  
Department of Administrative Services to accommodate any 405  
corrections necessary to facilitate recordation of the deed. 406

(B) (1) The conveyance of the facility includes any 407  
improvements and chattels situated thereon. The conveyance is 408  
subject to all easements, covenants, conditions, and 409  
restrictions of record; all legal highways and public rights-of- 410  
way; zoning, building, and other laws, ordinances, restrictions, 411  
and regulations; and real estate taxes and assessments not yet 412  
due and payable. As used in this section, "facility" has the 413  
meaning defined in section 9.06 of the Revised Code. 414

(2) The deed may contain restrictions, exceptions, 415  
reservations, reversionary interests, and other terms and 416  
conditions the Director of Administrative Services determines to 417

be in the best interest of the state, including restrictions 418  
prohibiting the purchaser from occupying, using, or developing, 419  
or from selling, the real estate, or the facility thereon, 420  
except in conformance with the restrictions, or if the use, 421  
development, or sale will interfere with the quiet enjoyment of 422  
the neighboring state-owned land. 423

(3) Subsequent to the conveyance, any restriction, 424  
exception, reservation, reversionary interest, or other term and 425  
condition contained in the deed may be released by the state 426  
without the necessity of further legislation. 427

(C) (1) The Director of Administrative Services shall 428  
conduct a sale of the real estate by sealed bid auction or 429  
public auction, and the real estate shall be sold to the highest 430  
bidder at a price acceptable to the Directors of Administrative 431  
Services and Rehabilitation and Correction. The Director of 432  
Administrative Services shall advertise the sealed bid auction 433  
or public auction by publication in a newspaper of general 434  
circulation in Marion County, once a week for three consecutive 435  
weeks before the date on which the sealed bids are to be opened 436  
or the auction takes place. The Director of Administrative 437  
Services shall notify the successful bidder in writing. The 438  
Director of Administrative Services may reject any or all bids. 439

(2) The purchaser shall pay a deposit of ten per cent of 440  
the purchase price to the Director of Administrative Services 441  
not later than five business days after receiving a notice that 442  
the purchaser's bid has been accepted, and shall enter into a 443  
real estate purchase agreement in the form prescribed by the 444  
Department of Administrative Services. The purchaser shall pay 445  
the balance of the purchase price at closing, which shall occur 446  
not later than sixty days after execution of the purchase 447



agreement. Payment shall be made by certified check made payable 448  
to the Treasurer of State. A purchaser who does not satisfy the 449  
conditions of the sale as prescribed in this section shall 450  
forfeit as liquidated damages the ten per cent deposit paid to 451  
the state. If a purchaser fails to complete the purchase, the 452  
Director may accept the next highest bid, subject to the 453  
foregoing conditions. If the Director rejects all bids, the 454  
Director may repeat the sealed bid auction or public auction. 455

(3) The sale of the facility, real estate, its 456  
improvements and chattels, shall be "as-is, where-is, with all 457  
faults" in its present condition. The conveyance of the real 458  
estate, including the purchase agreement, shall be subject to an 459  
existing operation and management contract for the facility, 460  
dated August 31, 2011, with the Management and Training 461  
Corporation and the Department of Administrative Services, on 462  
behalf of the Department of Rehabilitation and Correction, 463  
pursuant to section 9.06 of the Revised Code. 464

(4) If the Directors of Administrative Services and 465  
Rehabilitation and Correction convey the real estate to a 466  
grantee, the real estate purchase agreement shall include at 467  
least the following terms and conditions: 468

(a) An agreement for the sale to the purchaser of the 469  
state's right, title, and interest in the facility; 470

(b) Notwithstanding any provision of the Revised Code, 471  
authorization for the transfer to the purchaser of any supplies, 472  
equipment, furnishings, fixtures, or other assets of the state 473  
located at the facility considered necessary by the Directors of 474  
Rehabilitation and Correction and Administrative Services for 475  
the continued operation and management of the facility. Any such 476  
supplies, equipment, furnishings, fixtures, or other assets 477

shall not be considered supplies, excess supplies, or surplus 478  
supplies as defined in section 125.12 of the Revised Code; 479

(c) A binding commitment that irrevocably grants to the 480  
state a right, upon the occurrence of any triggering event 481  
described in division (C) (4) (c) (i) or (ii) of this section, and 482  
in accordance with division (C) of this section, to repurchase 483  
the facility. The triggering events and the procedures for a 484  
repurchase under the irrevocable grant described in this 485  
division are as follows: 486

(i) Before the purchaser, or the purchaser's successor in 487  
title, may resell or otherwise transfer the facility that is to 488  
be transferred under the purchase agreement, the purchaser or 489  
its successor or assign first must offer to the state the 490  
opportunity to repurchase the facility for a price not greater 491  
than the purchase price paid by the purchaser to the state for 492  
the facility, less depreciation from the time of the conveyance 493  
of the facility, to the purchaser or its successor or assign, 494  
plus the depreciated value of any capital improvements to the 495  
facility, that were made to it and funded by anyone other than 496  
the state subsequent to the conveyance to the purchaser. The 497  
repurchase opportunity described in this division shall be 498  
offered to the state of Ohio not less than one hundred and 499  
twenty days before the purchaser or its successor or assign 500  
intends to resell or otherwise transfer the facility. After 501  
being offered the repurchase opportunity, the state has the 502  
right to repurchase the facility that is to be resold or 503  
otherwise transferred for the price described in this 504  
subdivision. 505

(ii) Upon the purchaser's, or the purchaser's successor's 506  
or assign's, default of any financial agreement for the purchase 507

of the facility, or upon the purchaser's, or the purchaser's 508  
successor's or assign's, financial insolvency or inability to 509  
meet its contractual obligations, the state shall have the right 510  
to repurchase the facility for a price not greater than the 511  
purchase price paid by the purchaser to the state for the 512  
facility, less depreciation from the time of the conveyance of 513  
the facility to the purchaser or its successor, plus the 514  
depreciated value of any capital improvements to the facility 515  
that were made to it and funded by anyone other than the state 516  
subsequent to the conveyance to the contractor. 517

(d) A requirement that the purchase agreement is subject 518  
to the existing operation and management contract, under section 519  
9.06 of the Revised Code, between the Management and Training 520  
Corporation and the Department of Administrative Services. If 521  
that contract is terminated, then the operation and management 522  
responsibilities may be transferred to the Department of 523  
Rehabilitation and Correction or by competitive solicitation to 524  
another contractor under similar terms and conditions that 525  
applied to that contract. The Department of Rehabilitation and 526  
Correction or new contractor, whichever is applicable, is 527  
authorized to enter into an agreement with the Management and 528  
Training Corporation to purchase their equipment, supplies, 529  
furnishings, and consumables. 530

(5) The Department of Rehabilitation and Correction shall 531  
pay advertising costs incident to the sale of the real estate. 532

(D) The real estate shall be sold as an entire tract and 533  
not in parcels. 534

(E) The purchaser shall pay all costs associated with the 535  
closing and the facility conveyance, including at least title 536  
evidence, title insurance, transfer costs and fees, recording 537

costs and fees, taxes, and any other fees, assessments, and 538  
costs that may be imposed. 539

(F) The proceeds of the conveyance of the facility and 540  
real estate shall be deposited into the state treasury to the 541  
credit of the Adult and Juvenile Correctional Facilities Bond 542  
Retirement Fund, and shall be used to redeem or defease bonds in 543  
accordance with section 5120.092 of the Revised Code, and any 544  
remaining moneys after such redemption or defeasance shall be 545  
transferred in accordance with that section to the General 546  
Revenue Fund. 547

(G) Upon payment of the purchase price, the Auditor of 548  
State, with the assistance of the Attorney General, shall 549  
prepare a deed to the real estate. The deed shall state the 550  
consideration and the terms and conditions. The deed shall be 551  
executed by the Governor in the name of the state, countersigned 552  
by the Secretary of State, sealed with the Great Seal of the 553  
State, presented in the Office of the Auditor of State for 554  
recording, and delivered to the grantee. The grantee shall 555  
present the deed for recording in the office of the Marion 556  
County Recorder. 557

(H) This section expires three years after its effective 558  
date. 559

**Section 6.** (A) The Governor may execute a deed in the name 560  
of the state conveying to the purchaser, its heirs, successors, 561  
and assigns, as determined in the manner provided for in 562  
division (C) of this section, all of the state's right, title, 563  
and interest in real property referred to as the halfway house 564  
facility and also known as the Turtle Creek Center, located at 565  
5332 State Route 63, City of Lebanon, County of Warren, State of 566  
Ohio, ("facility") and described as follows: 567

An approximate 5+ acre portion out of Warren County Parcel 568  
No. 12291000020, Lebanon, Ohio, Warren County. A legal 569  
description and survey to be prepared prior to closing. 570

The foregoing description may be adjusted by the Director 571  
of Administrative Services to accommodate any corrections 572  
necessary to facilitate recordation of the deed. 573

(B) (1) The conveyance of the facility shall include any 574  
improvements and chattels situated thereon. The conveyance is 575  
subject to all easements, covenants, conditions, and 576  
restrictions of record; all legal highways and public rights-of- 577  
way; zoning, building, and other laws, ordinances, restrictions, 578  
and regulations; and real estate taxes and assessments not yet 579  
due and payable. As used in this section, "halfway house 580  
facility" has the meaning defined in section 5120.102 of the 581  
Revised Code. 582

(2) The deed may contain restrictions, exceptions, 583  
reservations, reversionary interests, and other terms and 584  
conditions the Director of Administrative Services determines to 585  
be in the best interest of the state, including restrictions 586  
prohibiting the purchaser from occupying, using, or developing, 587  
or from selling, the real estate, or the facility thereon, 588  
except in conformance with the restrictions, or if the use, 589  
development, or sale will interfere with the quiet enjoyment of 590  
the neighboring state-owned land. 591

(3) Subsequent to the conveyance, any restriction, 592  
exception, reservation, reversionary interest, or other term and 593  
condition contained in the deed may be released by the state 594  
without the necessity of further legislation. 595

(4) Pursuant to division (C) of section 5120.104 of the 596

Revised Code, the Director of Rehabilitation and Correction may 597  
sell the facility that is owned by the state for the use and 598  
benefit of the Department, if the Department does not need the 599  
property for its purposes. The Department shall convey the real 600  
estate upon terms that it determines, subject to approval by the 601  
Governor. 602

(C) (1) The Director of Administrative Services shall 603  
conduct a sale of the real estate by sealed bid auction or 604  
public auction, and the real estate shall be sold to the highest 605  
bidder at a price acceptable to the Directors of Administrative 606  
Services and Rehabilitation and Correction. The Director of 607  
Administrative Services shall advertise the sealed bid auction 608  
or public auction by publication in a newspaper of general 609  
circulation in Warren County, once a week for three consecutive 610  
weeks before the date on which the sealed bids are to be opened 611  
or the auction takes place. The Director of Administrative 612  
Services shall notify the successful bidder in writing. The 613  
Director of Administrative Services may reject any or all bids. 614

(2) The purchaser shall pay a deposit of ten per cent of 615  
the purchase price to the Director of Administrative Services 616  
not later than five business days after receiving notice that 617  
the purchaser's bid has been accepted, and shall enter into a 618  
real estate purchase agreement in the form prescribed by the 619  
Department of Administrative Services. The purchaser shall pay 620  
the balance of the purchase price at closing, which shall occur 621  
not later than sixty days after execution of the purchase 622  
agreement. Payment shall be made by certified check made payable 623  
to the Treasurer of State. A purchaser who does not complete the 624  
conditions of the sale as prescribed in this division shall 625  
forfeit as liquidated damages the ten per cent deposit paid to 626  
the state. If a purchaser fails to complete the purchase, the 627

Director may accept the next highest bid, subject to the 628  
foregoing conditions. If the Director rejects all bids, the 629  
Director may repeat the sealed bid auction or public auction. 630

(3) The conveyance of the facility, real estate, its 631  
improvements and chattels shall be "as-is, where-is, with all 632  
faults" in its present condition. 633

(4) If the Directors of Administrative Services and 634  
Rehabilitation and Correction convey the real estate to a 635  
purchaser, the real estate purchase agreement shall include at 636  
least the following terms and conditions: 637

(a) An agreement for the sale to the purchaser of the 638  
state's right, title, and interest in the halfway house 639  
facility; 640

(b) A provision, notwithstanding the Revised Code, 641  
authorizing the transfer to the purchaser of any supplies, 642  
equipment, furnishings, fixtures, or other assets of the state 643  
located at the halfway house facility, considered necessary by 644  
the Directors of Rehabilitation and Correction and 645  
Administrative Services for the continued operation and 646  
management of the halfway house facility. Any such supplies, 647  
equipment, furnishings, fixtures, or other assets shall not be 648  
considered supplies, excess supplies, or surplus supplies as 649  
defined in section 125.12 of the Revised Code. 650

(c) A requirement that if the current operation and 651  
management contract between the Department of Rehabilitation and 652  
Correction and Talbert House, Inc., entered pursuant to section 653  
2967.14 of the Revised Code, is terminated, then the purchaser 654  
of the halfway house facility may enter into an agreement with 655  
the Talbert House, Inc., to purchase their equipment, supplies, 656

furnishings, and consumables. 657

(5) The Department of Rehabilitation and Correction shall 658  
pay advertising costs incident to the sale of the real estate. 659

(D) The real estate shall be sold as an entire tract and 660  
not in parcels. 661

(E) The purchaser shall pay all costs associated with the 662  
closing and the facility conveyance, including at least surveys, 663  
title evidence, title insurance, transfer costs and fees, 664  
recording costs and fees, taxes, and any other fees, 665  
assessments, and costs that may be imposed. 666

(F) The proceeds of the conveyance of the real estate 667  
shall be deposited into the state treasury to the credit of the 668  
Adult and Juvenile Correctional Facilities Bond Retirement Fund 669  
and shall be used in accordance with section 5120.092 of the 670  
Revised Code. 671

(G) Upon payment of the purchase price, the Auditor of 672  
State, with the assistance of the Attorney General, shall 673  
prepare a deed to the real estate. The deed shall state the 674  
consideration and the terms and conditions. The deed shall be 675  
executed by the Governor in the name of the state, countersigned 676  
by the Secretary of State, sealed with the Great Seal of the 677  
State, presented in the Office of the Auditor of State for 678  
recording, and delivered to the grantee. The grantee shall 679  
present the deed for recording in the office of the Warren 680  
County Recorder. 681

(H) This section expires three years after its effective 682  
date. 683